

STATE OF MISSISSIPPI
COUNTY OF DESOTO)

PERMANENT UTILITY EASEMENT
TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made and entered into on this the 30th day of April, 2009, by and between **BETTY B. WHITTEN JENKINS**, individually and as Life Tenant; both by and through her attorney in fact, **BETTYE B. WHITTEN FUNDERBURK**; and **BETTYE B. WHITTEN FUNDERBURK**, in her capacity as Executrix and Testamentary Trustee under the Last Will and Testament of **David B. Bridgforth**, party of the first part, and the **CITY OF SOUTHAVEN, MISSISSIPPI**, a municipal corporation and body politic, party of the second part.

WITNESSETH:

That the party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and other good and valuable considerations hereinafter recited, does hereby give, grant and convey unto the part of the second party, its successors and assigns, a permanent utility easement along, across or under the hereinafter described property to be used as a general utility easement by the City of Southaven, Mississippi, and a temporary construction easement along, across or under lands of the part of the first part, all situated in DeSoto County, Mississippi and described as follows, to-wit:

A forty (40) foot wide permanent utility easement located in the ^{NE QUARTER & THE NW QUARTER} North (~~N 1/4~~) of Section 21, Township 2 South, Range 7 West, DeSoto County, Mississippi being twenty (20) feet either side of the centerline of a proposed sanitary sewer line more particularly described as:

Said centerline begins on the West property line of the Jenkins Property, as recorded in Deed Book 39, Page 249, on file in the Chancery Clerk's Office of DeSoto County, Mississippi, 361 feet, more or less, North of the Southwest corner along the West property line of the Jenkins property, as recorded in Deed Book 39, Page 249, on file in the Chancery Clerk's Office, DeSoto County, Mississippi, thence N 61°57'27" E a distance of 44.65 feet, more or less to a manhole; thence N 33°20'09" E a distance of 249.88 feet, more or less to a manhole; thence N 27°20'31" E a distance of 250 feet, more or less to a manhole; ; thence N 29°34'34" E a distance of 395.69 feet, more or less to a manhole; ; thence N 40°18'23" E a distance of 395.69 feet, more or less to a manhole; ; thence N 34°19'51" E a distance of 168.29 feet, more or less to a manhole; thence N 75°50'16" E a distance of 300 feet, more or less to a manhole; thence N 60°19'44" E a distance of 339.76 feet, more or less to a manhole; thence S 87°24'41" E a distance of 366.15 feet, more or less to a manhole; thence N 89°23'50" E a distance of 250.54 feet, more or less to a manhole; thence S 78°36'40" E a distance of 318.3 feet, more or less to a manhole; thence N 64°04'37" E a distance of 400 feet, more or less to a manhole; thence N 57°17'47" E a distance of 216.14 feet, more or less to a manhole; thence N 12°02'53" W a distance of 321.17 feet, more or less to a manhole; thence N 05°41'57" E a distance of 109.16 feet, more or less to the South right of way of Star Landing Road and containing 3.9 acres, more or less.

TOGETHER WITH a fifteen (15) foot wide temporary easement located along, adjoining and North of the above described permanent utility easement and containing 0.145 acres, more or less.

TOGETHER WITH a fifteen (15) foot wide temporary easement located along, adjoining and South of the above described permanent utility easement and containing 1.48 acres, more or less.

TOGETHER WITH all rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from said easement;

The temporary construction easement conveyed hereby shall be effective upon the date of execution hereof, but shall terminate upon the completion date of the utility project by the City of Southaven, Mississippi.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason for the installation of the structures referred to herein and grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damage will result from its use

City of SA

of the grantor's premises. This agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors do covenant that they are the Owners of the above mentioned land and that said land is free and clear of all encumbrances and liens except the following:

IN WITNESS THEREOF, the party of the first part hereunto subscribed their names on the date first above written.

Betty B. Whitten Jenkins
by: Betty B. Whitten Funderburk, as attorney in fact

BETTYE B. WHITTEN JENKINS, Individually
By: BETTYE B. WHITTEN FUNDERBURK, AS ATTORNEY IN FACT

Betty B. Whitten Jenkins
by: Betty B. Whitten Funderburk, as attorney in fact
BETTYE B. WHITTEN JENKINS, Life Tenant,
By: BETTYE B. WHITTEN FUNDERBURK, AS ATTORNEY IN FACT

Betty B. Funderburk
BETTY B. FUNDERBURK, Executrix and Testamentary Trustee
Under the Last Will & Testament of David B. Bridgforth

STATE OF MISSISSIPPI
 COUNTY OF DESOTO

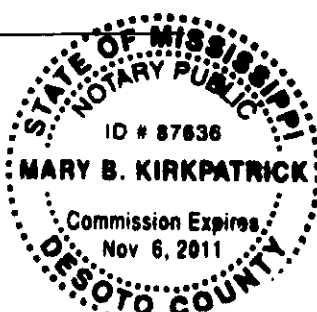
PERSONALLY, appeared before me, the undersigned authority in and for said County and State, on this the 30th day of April, 2009, within my jurisdiction, the within named **BETTYE B. WHITTEN FUNDERBURK**, who acknowledged that she is attorney in fact of **BETTYE B. WHITTEN JENKINS** and that for and on behalf of said **BETTYE B. WHITTEN JENKINS** and as her act and deed, she subscribed the name of **BETTYE B. WHITTEN JENKINS** to the foregoing instrument of writing individually and as life tenant and her own name as attorney in fact, and signed and delivered the same on the day and year and in the capacity therein mentioned, having first been duly authorized do so.

Given under my hand and official seal, this the 30th day of April, 2009.

Mary B. Kirkpatrick
 Notary Public

My Commission expires: _____

STATE OF MISSISSIPPI
 COUNTY OF DESOTO



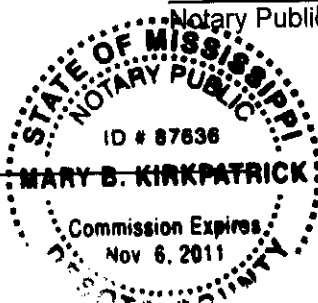
PERSONALY, appeared before me, the undersigned authority in and for said County and State, on this the 30th day of April, 2009, within my jurisdiction, the within named **BETTYE B. WHITTEN FUNDERBURK**, who acknowledged that she is the duly qualified and acting Executrix and Testamentary Trustee under the Last Will and Testament of David B. Bridgforth, and who acknowledged that in said capacity she executed and delivered the above and foregoing instrument, having first been duly authorized do so.

Given under my hand and official seal, this the 30th day of April, 2009.

Mary B. Kirkpatrick

Notary Public

My Commission expires:



INDEXING INSTRUCTIONS: NE ¼ SECTION 29, T2S, R7W, DESOTO COUNTY, MS

Grantor's Address: 3689 Bridgforth Road
Olive Branch, MS 38654
662-429-4077

Grantee's Address: 8710 Northwest Dr.
Southaven, MS 38671
662-280-2489

INSTRUMENT PREPARED BY: Neel-Schaffer
5740 Getwell Road, Bldg 2
Southaven, Mississippi 38672
Phn. No. (662) 890-6404

RETURN DOCUMENT TO THE CITY OF SOUTHAVEN